

## **LICENSE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of August, 2004, between the **COUNTY OF YORK, VIRGINIA**, hereinafter referred to as the County, and **RHONDA M. CHASE and ROBERT M. BUCKANIN**, their successors and assigns, hereinafter referred to as the Licensee.

**WITNESSETH:** That the County hereby grants to the Licensee a license to use, for the purposes hereinafter set forth, the unimproved portion of that strip of land 50 feet in width and designated as "ROUTE 712 50 R/W," on a plat entitled "PLAT SHOWING PART OF CHARLES S. WITHROW'S 'BAY TREE FARM' PROPERTY TO BE CONVEYED TO GREGORY BECOUVARAKIS LOCATED IN GRAFTON DISTRICT, YORK COUNTY, VIRGINIA," dated January 16, 1967, prepared by Andrew Becouvarakis, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, in Deed Book 201, page 474, and that strip of land 50 feet in width designated as "ROUTE 712 50 R/W," on a plat entitled "PLAT SHOWING PART OF CHARLES S. WITHROW'S 'BAY TREE FARM' PROPERTY TO BE CONVEYED TO ANDREW AND BETTY L. BECOUVARAKIS," dated January 16, 1967, prepared by Thomas N. Hunnicutt, III, which is recorded in the aforesaid Clerk's Office in Deed Book 201, 468, both strips of land referred to together as the Property. The County makes no warranty of title with respect to the subject Property, and this agreement is subject to all matters of record relating to title to the Property, including adverse claims of ownership.

The license herein described and provided for is given by the County without any consideration received from the Licensee and shall be subject to the following terms and conditions:

1. This license is given solely for the purpose of the installation of a necessary waterline and electric and telephone utilities and a gravel or crushed stone roadway to serve a parcel of land containing 3.05 acres of land, and a parcel of land containing 2.56 acres of land as shown on the above-referenced plats, with a street address of 1101 and 1103 Bay Tree Beach Road, also identified as York County Tax Map Parcel 026 80A, and York County Tax Map Parcel 026 80B, provided that the waterline and utilities shall be located outside of the area that would be paved if a public right-of-way were to be constructed therein. Any and all waterline, utilities, and roadway improvements placed within the Property shall be in accordance with a plan submitted to and approved by the County. The Licensee shall be responsible for the repair and maintenance of any and all waterline, utilities, and roadway improvements placed within the Property. The County shall not be responsible for maintaining any such improvements.

2. This license shall be non-exclusive and shall be subject to the right hereby reserved by the County to grant any permit, easement, or any other right or rights whatsoever to any private, governmental, or any other entity for any purpose whatsoever at any time and for any period of time. Moreover, nothing herein shall be construed as limiting the public's right of passage over the Property or over any roadway improvements constructed by Licensee within the Property. Licensee agrees and acknowledges that nothing in this agreement shall be construed as creating any obligation on the part of any member of the public, including but not limited to owners of parcels abutting the Property, to reimburse Licensee for any damages or wear and tear to the contemplated roadway improvements caused by the public's passage over the roadway.

3. The County shall have the right at any time to enter the Property, with or without notice to Licensee, to make repairs to the contemplated roadway improvements by taking such actions as, without limitation, the placement of additional gravel on the roadway or the filling of potholes and ruts. However, nothing herein shall be construed as creating any obligation on the part of the County to maintain any portion of the roadway improvements, or to construct public road improvements within any portion of the Property.

4. The Licensee shall be liable to the County for any damage to the Property or any improvements now or hereafter erected thereon, which is caused by the Licensee or by an employee, agent or contractor of the Licensee.

5. The Licensee shall indemnify the County and its officers, agents, and employees and hold them harmless for any loss or damage to property or any person, caused or contributed to by the Licensee's exercise of the rights and privileges herein granted, or the existence thereof. This obligation shall be a covenant running with the land, binding on Licensee's successors and assigns.

6. The Licensee may abandon or terminate the license herein granted at any time, upon which event Licensee shall remove any utilities or roadway improvements placed by Licensee within the Property at Licensee's expense, within thirty (30) days of such termination, except that Licensee shall not be required to remove or excavate any gravel, crushed stone, or other pavement. If the Licensee desires at any time to terminate this license, it shall give thirty (30) days written notice to the County and Licensee shall have thirty (30) days thereafter to remove such improvements. The Licensee shall be liable for any damage to the Property occasioned by such removal. In the event that the Licensee either terminates or abandons the license and thereafter fails to remove any facilities or improvements within thirty (30) days, the County may remove such facilities or improvements and repair any damages caused thereby, and Licensee shall be liable for all costs thereof.

7. In the event that the Property or any portion thereof shall at any time be improved and accepted into the State Secondary System of Highways for public maintenance, then Licensee shall upon request of either the County or the Virginia Department of Transportation and at Licensee's own cost relocate any of Licensee's waterline, utility lines or roadway improvements as may be required by the Virginia Department of Transportation.

8. Any notice required or provided for herein shall be conclusively deemed to have been given if mailed to a party as follows:

To the County: County Administrator  
P.O. Box 532  
Yorktown, VA 23690

To the Licensee: Ms. Rhonda M. Chase  
Mr. Robert M. Buckanin  
317 Lakeland Crescent  
Yorktown, Virginia 23693

9. This license agreement supercedes that agreement dated March 4, 2003, by and between the parties.

10. The rights granted herein are expressly made contingent upon the issuance to Licensee of all necessary wetlands and other permits, and the granting of any necessary zoning approvals, variances, or Chesapeake Bay Preservation Act exceptions, as may be required for the construction of the contemplated improvements.

11. This agreement may be recorded among the land records of the York County Circuit Court, at the cost of Licensee.

**IN WITNESS THEREOF**, the County has caused its name to be hereto signed by the County Administrator, he being duly authorized to do so by Resolution R04-118, passed by the York County Board of Supervisors on the 3rd day of August, 2004.

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Rhonda M. Chase

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Robert M. Buckanin

COUNTY OF YORK, VIRGINIA

By \_\_\_\_\_  
County Administrator

Approved as to form:

\_\_\_\_\_  
County Attorney

STATE OF VIRGINIA

County of York, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Rhonda D. Chase.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF VIRGINIA

County of York, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by Robert M. Buckanin.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF VIRGINIA

County of York, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by James O. McReynolds, County Administrator.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

FORMS/license agr